



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

NOV 17 2003

John Reagan, President  
Project Development Group, Inc.  
102 Technology Lane  
Export, PA 15632

Re: **Project Development Group, Inc. - Late Asbestos Notification**  
**Docket No. CAA-03-2004-0009**

Dear Mr. Regan:

Our information shows that you have violated the U. S. Environmental Protection Agency's ("EPA"), requirements for asbestos removal activities. In order to resolve this violation quickly, we are sending you a legal agreement that we expect you to sign and return to us **within fifteen (15) calendar days of receipt of this correspondence.**

According to EPA's asbestos demolition and renovation regulations, each owner or operator of a demolition or renovation activity is required to provide an asbestos notification at least ten (10) working days **before** asbestos stripping or removal work or any other activity begins. Any notification that contains a postmark date that is not received ten (10) working days before the project start date is considered late and is a violation of the Clean Air Act.

On November 12, 2002, EPA, Region III ("EPA"), received a notification for a asbestos renovation/demolition project at the US Steel - Clairton Works - Benzol Water Treatment Plant located at 400 State Street, Clairton, Pennsylvania from Project Development Group, Inc. ("PDG Inc."). The project involved the removal of asbestos-containing tank and pipe insulation (1600 square feet total). According to the asbestos project notification, the asbestos abatement was to **begin on November 21, 2002 and conclude on December 20, 2002.** Based on the postmark date, the notification was sent seven (7) days prior to the project start date in violation of the ten (10) working days notice requirement.

Because PDG Inc. has violated the Clean Air Act, ("the Act"), EPA may assess an administrative penalty of up to \$27,500 per day for each day that Respondent has violated the Act. The process of assessing an administrative penalty generally is commenced with the filing of a Complaint with the Regional Hearing Clerk, after which the recipient has the right to a hearing and other procedural protections pursuant to Section 113(b), 42 U.S.C. § 7413(b), and the "*Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*" ("*Consolidated Rules*"), 40 C.F.R. Part 22.

If the parties agree to resolve violations prior to the filing of a Complaint, the *Consolidated Rules* permit the proceeding to be commenced and concluded simultaneously by the issuance of a Consent Agreement signed by both parties and an accompanying Final Order. The purpose of this letter is to provide PDG Inc. with an opportunity to resolve the violation prior to the filing of a Complaint by entering into a Consent Agreement and Final Order.



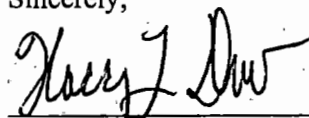
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Customer Service Hotline: 1-800-438-2474

In lieu of filing a formal Complaint in this matter or entering into protracted litigation, EPA is willing to resolve this matter for \$220.00. We have calculated this penalty in accordance with EPA's Asbestos Demolition and Renovation Civil Penalty Policy, which has been enclosed with this correspondence. If you are interested in resolving this matter quickly, sign the enclosed Consent Agreement where we have marked "sign here," and send the entire original back to EPA **within fifteen (15) calendar days after receipt** of this correspondence. After EPA receives the signed Consent Agreement, we will review it and send you a final order. Once you have received the Final Order and paid the civil penalty, EPA will take no further civil penalty action against you for the violation recited in the order.

Because EPA is offering this consent agreement as a means to resolve your violation quickly, EPA views the terms of the consent agreement as non-negotiable. If EPA does not hear from PDG Inc. **within fifteen (15) calendar days of receipt of this correspondence**, EPA's offer of this settlement will be automatically withdrawn. EPA may then pursue enforcement actions for the violations listed in this letter, including the filing of an administrative complaint. If EPA pursues additional enforcement measures, you will receive instructions describing your rights to dispute EPA's claims. Any dispute will entitle you to a full evidentiary hearing before an impartial judge. If you have any questions regarding anything in this letter or the enclosed items, please call Ms. Kyla Townsend-McIntyre **immediately** at (215) 814-2045.

Finally, EPA has determined that your company may be a "small business" under the Small Business Regulatory Enforcement and Fairness Act ("SBREFA"). Please see the enclosure to this letter which provides information on contacting the SBREFA Ombudsman to comment on federal enforcement and compliance activities and also provides information on compliance assistance. As noted in the enclosure, any decision to participate in such program or to seek compliance assistance does not relieve you of your obligation to respond in a timely manner to this enforcement action, does not create any new rights or defenses under law, and will not affect EPA's decision to pursue this enforcement action. To preserve your legal rights, you must comply with all rules governing the administrative enforcement process. The Ombudsman and fairness boards do not participate in the resolution of EPA's enforcement action.

Sincerely,



Harry T. Daw, Chief  
Pesticides/Asbestos Programs  
& Enforcement Branch

Enclosures  
cc: Wilder Bancroft, ACHD

**BEFORE THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029**

**IN RE:**

**Project Development Group, Inc.  
102 Technology Lane  
Export, PA 15632**

**DOCKET NO.: CAA-03-2004-0009**

**RESPONDENT**

## **CONSENT AGREEMENT**

### **I. PRELIMINARY STATEMENT**

1. This Consent Agreement is entered into by the Complainant, the Director of the Waste and Chemicals Management Division, U.S. Environmental Protection Agency, Region III ("EPA" or "Complainant"), and Respondent, Project Development Group, Inc., ("PDG, Inc."), and filed along with the attached Final Order pursuant to Section 113 of the Clean Air Act (the "Act"), 42 U.S.C. § 7413 and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, 40 C.F.R. Part 22, (the "Consolidated Rules of Practice"). The Consolidated Rules of Practice, at 40 C.F.R. § 22.13 provide, in pertinent part, that where the parties agree to settlement of one or more causes of action before the filing of a complaint, a proceeding simultaneously may be commenced and concluded by the issuance of a consent agreement and final order pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3). This Consent Agreement, and the accompanying Final Order, address alleged violations by Respondent of Section 112 of the Clean Air Act, 42 U.S.C. § 7412 ("CAA" or the "Act") and regulations promulgated thereunder at 40 C.F.R. Part 61, Subpart M, the National Emission Standards for Hazardous Air Pollutants for Asbestos ("Asbestos NESHAP").

### **II. GENERAL PROVISIONS**

2. Respondent admits to EPA's jurisdiction as set forth in this Consent Agreement.
3. Respondent neither admits nor denies the specific factual allegations and the conclusions of law set forth in this Consent Agreement and the attached Final Order.
4. Respondent agrees not to contest EPA's jurisdiction with respect to the execution of this Consent Agreement and the accompanying Final Order (collectively referred to as the "CAFO"), the issuance of the accompanying Final Order, or the enforcement of the

CAFO.

5. Respondent consents to the issuance of the accompanying Final Order, and to the terms and conditions set forth therein, and consents to the payment of a civil penalty as set forth in this CAFO.
6. Respondent agrees to pay its own costs and attorney fees.

### **III. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

7. In accordance with 40 C.F.R. § 22.13(b) and 22.18(b)(2) and (3), EPA alleges the following findings of fact and conclusions of law:
  - A. Respondent, Project Development Group, Inc., is a corporation incorporated in the Commonwealth of Pennsylvania with a primary business address of 102 Technology Lane, Export, Pennsylvania 15632 and is a contractor specializing in asbestos abatement.
  - B. Respondent is a "person," as that term is defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e), and within the meaning of Section 113(d) of the Act, 42 U.S.C. § 7413(d).
  - C. Pursuant to 40 C.F.R. § 61.141 "facility means any institutional, commercial, public, industrial, or residential structure, installation, or building..." The US Steel - Clairton Works - Benzol Water Treatment Plant ("US Steel") located at 400 State Street, Clairton, Pennsylvania, is a facility within the meaning of 40 C.F.R. § 61.141.
  - D. Pursuant to 40 C.F.R. § 61.141 "Regulated Asbestos-Containing Material ('RACM') means (a) friable asbestos material, (b) Category I nonfriable asbestos containing material ('ACM') that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations."
  - E. Pursuant to 40 C.F.R. § 61.141 "remove" means to take out any RACM or facility components that contain or are covered with RACM from any facility.
  - F. Pursuant to 40 C.F.R. § 61.141 "renovation" means altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component.

- H. Pursuant to 40 C.F.R. § 61.141 "owner or operator of a demolition or renovation activity" means any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.
- I. Respondent, at the time of the renovation operations for US Steel, which began in November 2002, was the "operator" as the term is defined by 40 C.F.R. § 61.141.
- J. 40 C.F.R. § 61.145(b) provides, in pertinent part, that each owner or operator of a demolition or renovation activity to which this section applies shall: (1) Provide the Administrator with written notice of intention to demolish or renovate. Delivery of the notice by U.S. Postal Service, commercial delivery service, or hand delivery is acceptable. (2) Update notice, as necessary, including when the amount of asbestos affected changes by at least 20 percent. (3) Postmark or deliver the notice... (i) at least 10 working days before asbestos stripping or removal work or any other activity begins (such as site preparation that would break up, dislodge or similarly disturb asbestos material)...
- K. On November 12, 2002, EPA received notification of an asbestos renovation project at US Steel. The project involved the removal of 900 square feet of asbestos pipe insulation and 700 square feet of asbestos tank insulation.
- L. According to the asbestos notification, the removal was to begin on November 21, 2002. Therefore, the notification needed to be postmarked by November 7, 2002, to fulfill the requirement. However, it was postmarked on November 12, 2002.
- M. Since the asbestos project notification for US Steel was mailed late, Respondent violated the notification requirements of 40 C.F.R. § 61.145(b).

#### **IV. SETTLEMENT RECITATION**

##### **Compliance**

- 8. Respondent herein certifies to Complainant and to EPA that, upon investigation, to the best of its knowledge and belief, it presently is in compliance with the provisions of the Act, and the regulations promulgated thereunder, that are referenced in this Consent Agreement and that all violations alleged in the Consent Agreement have been remedied.

##### **Civil Penalty**

- 9. In settlement of the allegations enumerated above, Respondent agrees to pay a civil penalty amount of two hundred twenty dollars (\$220.00) in full satisfaction of all claims

for civil penalties which Complainant may have under Sections 112 and 113 of the Act, 42 U.S.C. §§ 7412 and 7413, and the Asbestos NESHAP, as set forth at 40 C.F.R. Part 61, Subpart M. The aforesaid settlement amount is based upon Complainant's consideration of a number of factors, including, but not limited to, Section 113, 42 U.S.C. § 7413 penalty assessment criteria, including the seriousness of Respondent's violation and Respondent's good faith efforts to comply as provided in the Clean Air Act Stationary Source Civil Penalty Policy, Appendix III, and the Asbestos NESHAP, as set forth at 40 C.F.R. Part 61, Subpart M. Such payment shall be made by Respondent no later than thirty (30) days after the effective date of the accompanying Final Order.

10. Payment of the civil penalty amount required under the terms of Paragraph 9, above, shall be made by either cashier's check, certified check or electronic wire transfer. All checks shall be made payable to "Treasurer, United States of America" and shall be mailed to the attention of U.S. EPA Region III, P.O. Box 360515, Pittsburgh, Pennsylvania 15251-6515 (overnight deliveries shall be sent to Mellon Client Service Center, 500 Ross Street, Room 670, Pittsburgh, PA 15262-0001, ATTENTION: U.S. EPA, Region III, P.O. Box 360515). All payments made by check also shall reference the above case caption and docket number (CAA-03-2004-0009). All electronic wire transfer payments shall be directed to Mellon Bank, Pittsburgh, PA, ABA No. 043000261, crediting account number 9108552, lockbox 36051. At the same time that any payment is made, copies of any corresponding check, or written notification confirming any electronic wire transfer, shall be mailed to Lydia A. Guy, Regional Hearing Clerk (3RC00), U.S. EPA, Region III, 1650 Arch Street, Philadelphia, Pennsylvania 19103-2029 and to Kyla L. Townsend-McIntyre (3WC32), Waste and Chemicals Management Division, U.S. Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, Pennsylvania 19103-2029.
11. The Respondent agrees not to deduct for federal tax purposes the civil penalty specified in this Consent Agreement and the accompanying Final Order.

#### **Reservation of Rights**

12. This Consent Agreement and the attached Final Order only resolve the claim which is alleged in Paragraph 7, above. Nothing herein shall be construed to limit the authority of the EPA to undertake action against any person, including Respondent, in response to any condition which Complainant determines may present an imminent and substantial endangerment to the public health, public welfare or the environment. Nor shall anything in this Consent Agreement and the attached Final Order be construed to limit the United States' authority to pursue criminal sanctions.
13. EPA reserves any rights and remedies available to it to enforce the provisions of this Consent Agreement, the Act and its implementing provisions, and of any other federal laws or regulations for which it has jurisdiction, following the entry of this Consent Agreement.

**Waiver of Hearing**

14. For the purposes of this proceeding only, the Respondent hereby expressly waives its right to a hearing pursuant to Section 113(d)(2)(A) of the Act, 42 U.S.C. § 7413(d)(2)(A), concerning the finality or validity of this CAFO, or with respect to any issue of law or fact set forth in this CAFO. Respondent also waives its rights to appeal the accompanying Final Order.

**Effective Date**

15. The effective date of this Consent Agreement and the accompanying Final Order is the date on which the Final Order is filed with the Regional Hearing Clerk, U.S. EPA, Region III.

The undersigned representative of the Respondent certifies that they are fully authorized to execute this Consent Agreement and to legally bind the party they represent.

For Respondent

Project Development Group, Inc.:

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Regan, President  
Project Development Group, Inc.

For Complainant:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyla L. Townsend-McIntyre  
Asbestos Enforcement Officer  
U.S. Environmental Protection Agency, Region III

Accordingly, the Waste and Chemicals Management Division, United States Environmental Protection Agency, Region III, recommends that the Regional Administrator of EPA Region III or his designee, the Regional Judicial Officer, ratify this Consent Agreement and issue the accompanying Final Order. The amount of the recommended civil penalty assessment is two hundred twenty dollars (\$220.00).

\_\_\_\_\_  
Date

\_\_\_\_\_  
James J. Burke, Director  
Waste and Chemicals Management Division  
U.S. Environmental Protection Agency, Region III



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

IN RE:

Project Development Group, Inc.  
102 Technology Lane  
Export, PA 15632

Docket No. CAA-03-2004-0009

Final Order

**Respondent**

**FINAL ORDER**

Complainant, the Director of the Waste and Chemicals Management Division, U.S. Environmental Protection Agency - Region III, and Respondent, Project Development Group, Inc., have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22 ("Consolidated Rules of Practice"). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

**NOW, THEREFORE, PURSUANT TO** Section 112 of the Clean Air Act, *as amended*, 42 U.S.C. § 7412 ("CAA"), and the Consolidated Rules of Practice, and having determined that the penalty agreed to in the Consent Agreement is based on a consideration of the factors set forth in Section 112 of CAA, 42 U.S.C. § 7412, **IT IS HEREBY ORDERED** that Respondent pay a penalty of two hundred twenty dollars (\$220.00), and comply with the terms and conditions of the Consent Agreement.



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The effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renée Sarajian  
Regional Judicial Officer  
U.S. Environmental Protection Agency, Region III

Finally, EPA has determined that your company may be a "small business" under the Small Business Regulatory Enforcement and Fairness Act ("SBREFA"). Please see the enclosure to this letter which provides information on contacting the SBREFA Ombudsman to comment on federal enforcement and compliance activities and also provides information on compliance assistance. As noted in the enclosure, any decision to participate in such program or to seek compliance assistance does not relieve you of your obligation to respond in a timely manner to this enforcement action, does not create any new rights or defenses under law, and will not affect EPA's decision to pursue this enforcement action. To preserve your legal rights, you must comply with all rules governing the administrative enforcement process. The Ombudsman and fairness boards do not participate in the resolution of EPA's enforcement action.

Sincerely,

Harry T. Daw, Chief  
Pesticides/Asbestos Programs  
& Enforcement Branch

Enclosures

cc: Wilder Bancroft, ACHD

NESHAP #N-2003-137: Project Development Group, Inc.

CONCURRENCES								
SYMBOL	3WC32	3RC10	3WC32	3WC32				
SURNAME	Townsend McIntyre	Smolski	Davis	Daw				
DATE	10/15/03	10/24/03	10/17/03					

EPA Form 1320-1 (12-70)

OFFICIAL FILE COPY